

# Farmer, Jaffe, Weissing, Edwards, Fistos & Lehrman, P.L.

August 10, 2011

**VIA US MAIL**

Christopher E. Knight  
Fowler White Burnett PA  
Espirito Santo Plaza  
Fourteen Floor  
1395 Brickell Avenue  
Miami, FL 33131-3302

RE: C.O v. Epstein, Jeffrey

Dear Mr. Knight:

Enclosed please find the duly executed **original** Settlement Agreement and General Release of All Claims and Confidentiality Agreement Against Unauthorized Disclosure of Settlement.

Pursuant to the Settlement Agreement, we look forward to receipt of the settlement payment by wire transfer within five (5) days of receipt of this correspondence and executed documents.

We ask that you expedite Mr. Epstein's execution of the enclosed Agreement(s) and forward the same to our office.

Should you have any questions, need additional information or wish to discuss this matter, please don't hesitate to contact my office.

Very truly yours,  
FARMER, JAFFE, WEISSING, EDWARDS, FISTOS & LEHRMAN, P.L.



Bradley J. Edwards  
BJE:mwk  
Enclosures

**SETTLEMENT AGREEMENT AND  
GENERAL RELEASE OF ALL CLAIMS**

***KNOW ALL MEN BY THESE PRESENTS***

1. This Settlement Agreement and General Release ("**AGREEMENT**") is entered into by and between [REDACTED] individually ("**RELEASOR**"), and **JEFFREY EPSTEIN, individually ("RELEASEE")**, in order to settle all claims asserted or which could be asserted by **RELEASOR** against **RELEASEE**.
  
2. **RELEASEE** agrees that, in addition to the other good and sufficient consideration provided for in this Agreement, **RELEASEE** will pay the total amount of Ninety Thousand and 00/100 Dollars (\$90,000.00) (the "**SETTLEMENT PAYMENT**") to **RELEASOR**, by wire transfer to **RELEASOR'S** attorneys' trust account, Farmer, Jaffe, Weissing, Edwards, Fistos & Lehrman, PL Trust Account, within five (5) days after receipt by **RELEASEE'S** attorney of an original of each of this **AGREEMENT** and the **CONFIDENTIALITY AGREEMENT** (as hereinafter defined) executed by **RELEASOR**. The **SETTLEMENT PAYMENT** shall be held in escrow by **RELEASOR'S** attorney, who shall not disburse any portion thereof until an original of each of this **AGREEMENT** and the **CONFIDENTIALITY AGREEMENT** has been executed by both parties hereto.
  
3. In exchange for the consideration set forth in paragraph 2, and the other consideration set forth in this **AGREEMENT**, **RELEASOR**, for **RELEASOR**, individually, and for any and all of **RELEASOR'S** agents, attorneys, heirs, descendants, predecessors, executors, administrators, guardians, successors and assigns, has remised, released, acquitted and forever discharged and by these presents does remise, release, acquit and forever discharge each of **RELEASEE**, and all of **RELEASEE'S** past, present, and future employees, agents, attorneys, associates, successors, predecessors, heirs, descendants, administrators, and assigns (collectively, the "**RELEASED**

**PARTIES**"), from all manner of action and actions, including, without limitation, State and Federal, cause and causes of action (statutory and common law), suits, injuries, losses, debts, dues, sums of money, accounts, reckonings, bonds, bills, costs, expenses, fees (including, without limitation, attorney's fees), specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages (including, without limitation, compensatory and punitive damages), judgments, executions, claims, including but not limited to, individual and/or joint and/or consortium claims, and demands whatsoever, in law or in equity (hereinafter referred to as "**CLAIMS**"), which the **RELEASOR** now has, or ever had, or which her heirs, descendants, executors, guardians, administrators, successors or assigns hereafter can, shall or may have, for, upon or by reason of any matter, cause, or thing whatsoever, against any and/or all of the **RELEASED PARTIES** from the beginning of the World to the day of the date of these presents, including, without limitation, any and all **CLAIMS** made or that could have been made against any of the **RELEASED PARTIES** for compensatory damages, punitive damages, and any other damages, costs or attorney's fees, past, present and future which relate in any way to any interactions between **RELEASOR** and any of the **RELEASED PARTIES**.

4. It is understood and agreed that the settlement provided for in this **AGREEMENT** is a compromise of disputed claims and is intended to avoid litigation, that the **SETTLEMENT PAYMENT** is not to be construed as an admission of liability or fault on the part of any of the **RELEASED PARTIES**, and that the **RELEASEE** denies all liability for all such disputed claims. **RELEASEE** has entered into and accepted this **AGREEMENT** to buy peace and end all possibility of litigation against the **RELEASED PARTIES** by **RELEASOR**. In addition, as further consideration for the **SETTLEMENT PAYMENT**, the **PARTIES** agree that the terms of this **AGREEMENT** and this **AGREEMENT** itself, are not intended to, and shall not, be used by any

person, and shall not be admissible, in any civil, criminal, administrative or other proceeding, case or cause against, involving, or in any way related to **RELEASEE**. In further consideration of the **SETTLEMENT PAYMENT**, **RELEASOR** hereby agrees to defend, indemnify and hold harmless each of the **RELEASED PARTIES** from and against all lawsuits, claims, arbitrations, cross-claims, counter claims or third party claims related to any **CLAIMS** released pursuant to paragraph 3 hereof, and from and against all damages, costs and expenses therefrom including, but not limited to, attorneys' fees and costs which any of the **RELEASED PARTIES** may bear and incur by reason related to any claims by **RELEASOR**. The parties hereto further agree that this **AGREEMENT** shall not in any way be construed as an admission by **RELEASEE** that he violated any Federal statute that constitutes a predicate for a damage claim under 18 U.S.C. §2255, or an admission that he violated any other state or Federal statute.

5. **RELEASOR** understands and agrees that the acceptance of the **SETTLEMENT PAYMENT** is in full accord and satisfaction of disputed **CLAIMS** and that the payment of the **SETTLEMENT PAYMENT** is not an admission of liability by any of the **RELEASED PARTIES**. It is expressly understood and agreed that this **AGREEMENT** and the general release provided herein is intended to cover, and does cover, not only all now known **CLAIMS**, but any heretofore unknown **CLAIMS** which arise from, or are in any way related to, any interactions between **RELEASOR** and any of the **RELEASED PARTIES**.

6. As a condition to this **AGREEMENT**, **RELEASOR**, shall also execute a **CONFIDENTIALITY AGREEMENT** against Unauthorized Disclosure of Settlement in favor of **JEFFREY EPSTEIN** in the form attached as Exhibit A hereto and incorporated herein by reference (the "**CONFIDENTIALITY AGREEMENT**").

7. This **AGREEMENT** and the **CONFIDENTIALITY AGREEMENT** constitute the entire agreement and understanding between the **PARTIES** with respect to the subject matter hereof and thereof, and all prior negotiations with regard to such subject matter are merged into this **AGREEMENT** and the **CONFIDENTIALITY AGREEMENT**. This **AGREEMENT** may not be modified except as may be set forth in writing and executed by the **PARTIES**. The **PARTIES** acknowledge that there are no other promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, between them with respect to the subject matter hereof other than as set forth herein.

8. This **AGREEMENT** shall be construed, enforced and interpreted in accordance with the laws of the State of Florida, and venue for any action to enforce or construe this **AGREEMENT** shall be in the United States District Court for the Southern District of Florida. The **PARTIES** affirmatively state that they have had equal input into determining the terms of this **AGREEMENT**, and it is the desire of the **PARTIES** that this **AGREEMENT** not be construed for or against any **PARTY** by virtue of that **PARTY's** drafting this **AGREEMENT**.

9. If one or more paragraph(s) of this **AGREEMENT** shall be ruled unenforceable, any of the **RELEASED PARTIES** or **RELEASOR** may elect to enforce the remainder of this **AGREEMENT**.

10. If any legal action, proceeding or hearing is brought by any **PARTY** or any **RELEASED PARTY** to enforce the terms and conditions of this **AGREEMENT**, then the prevailing **PARTY** shall be entitled to recover reasonable attorneys' fees and costs, including fees and costs on appeal.

11. **RELEASOR** accepts responsibility for and agrees to pay out of the proceeds of the **SETTLEMENT PAYMENT** any and all liens, claims for reimbursement, bills and assigned or

subrogated claims or interests, regardless of whether disclosed to **RELEASOR**, including, but not limited to, all liens, claims for reimbursement, assigned or subrogated claims or interests of collateral source payers as defined by Florida law, federal and state tax liens, Medicare or Medicaid liens, Social Security liens, hospital liens, workers compensation liens, any claims of insurers or other persons or entities that provide medical, rehabilitative, hospital, psychological or other healthcare benefits, federal or statutory common law liens, attorney's fees and costs, and other assigned or subrogated claims or interest, arising out of, applicable to or relating in any way to any injuries or **CLAIMS** of **RELEASOR** against any of the **RELEASED PARTIES**.

12. **RELEASOR** agrees to indemnify and hold harmless **RELEASEE** and the **RELEASED PARTIES** from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever in law or in equity, which have or may be asserted by any employer, insurer, union, federal or state entity or program or any other provider of similar benefits arising out of the Social Security, Medicare, Medicaid, life, health, sickness, medical or disability benefits referenced herein or out of any lien arising by operation of law or otherwise out of such benefits, including but not limited to all attorney's fees and costs.

13. **RELEASOR** hereby declares that the terms of this **AGREEMENT** have been completely read by her and explained to her by her attorneys and/or representatives and are fully understood by her and that she has had the effective benefit of advice of competent legal counsel of her choice, has had a reasonable period of time to review the terms of and consider this **AGREEMENT**, its terms and the settlement and general release contemplated hereby and has voluntarily accepted the terms of this **AGREEMENT** for the purpose of making a full and final

compromise, adjustment and settlement of any and all **CLAIMS** released hereby and for the express purpose of precluding forever any further or additional claims, lawsuits or arbitrations arising out of the aforesaid **CLAIMS**. Subsequent discovery of any facts, no matter how material, shall have no effect upon the validity of this **AGREEMENT** or the general release provided herein.

14. The undersigned represent and warrant that they have full authority to act and execute this **AGREEMENT** on behalf of themselves. **RELEASOR** represents and warrants that she is solely entitled to enforce all **CLAIMS** released hereby and to give a full and complete release therefor. The undersigned represent and warrant that they are over the age of 18, *sui juris* and have personal knowledge of all representations contained herein and that all such representations are true, complete and accurate to the best of their knowledge and belief.

15. **RELEASOR** affirms and agrees that this **AGREEMENT** is the product of joint negotiation and authorship or otherwise at arms-length and shall not be construed against either **PARTY** on the basis of sole authorship, and any rule or law requiring interpretation of this **AGREEMENT** or any perceived ambiguities against the drafting party is not applicable and is hereby waived.

16. **RELEASOR** agrees that she is the sole holder of all **CLAIMS** released hereunder against any and all of the **RELEASED PARTIES** and that she has not assigned, sold or transferred any interest in her **CLAIMS**.

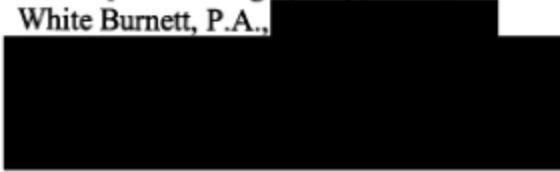
17. For any notice provision:

a. For 

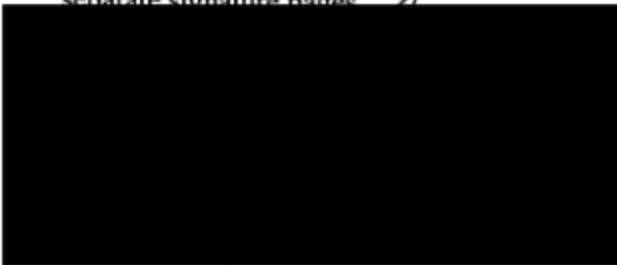
Bradley Edwards, Esq., Farmer, Jaffe,  
Weissing, Edwards, Fistos & Lehrman,  
PL, 425 N. Andrews Avenue, Fort  
Lauderdale, FL 33301, Phone: 954 524-  
2820, Fax: 954 524- 2822,  
[Brad@pathtojustice.com](mailto:Brad@pathtojustice.com)

b. For JEFFREY EPSTEIN:

Christopher E. Knight, Esq., Fowler  
White Burnett, P.A.,



18. This AGREEMENT may be executed by the parties hereto in counterparts on  
separate signature pages.



\_\_\_\_\_  
JEFFREY EPSTEIN

Date: August 8, 2011

Date: \_\_\_\_\_

Signed before this 8<sup>th</sup> day of Aug., 2011.

Signed before this \_\_\_ day of \_\_\_\_\_, 2011.

Maria W. Kellichian  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



**CONFIDENTIALITY AGREEMENT**  
**AGAINST UNAUTHORIZED DISCLOSURE OF SETTLEMENT**

1. This Confidentiality Agreement Against Unauthorized Disclosure of Settlement ("CONFIDENTIALITY AGREEMENT") is entered into by and between [REDACTED] ("RELEASOR") and JEFFREY EPSTEIN ("RELEASEE") (jointly referred to as the "PARTIES") in order to settle all claims asserted or which could be asserted by RELEASOR against RELEASEE.

2. Reference is made to the Settlement Agreement and General Release of All Claims (the "SETTLEMENT AGREEMENT") executed by the PARTIES as part of the settlement of RELEASOR'S claims against RELEASEE, pursuant to which the PARTIES are entering into this Confidentiality Agreement. In exchange for the consideration set forth in the SETTLEMENT AGREEMENT, along with other good and sufficient consideration, receipt of which is hereby acknowledged, the PARTIES, and their attorneys, agents, employees and representatives, agree that they will keep completely confidential and will not directly or indirectly disclose or reveal to any person or entity, or in any way publicize or cause to be publicized in any news or communications media, including, but not limited to newspapers, magazines, journals, radio, television, internet sites, or jury verdict or settlement reports, the terms of the SETTLEMENT AGREEMENT or the settlement contemplated thereby (the "SETTLEMENT"), the amount of the settlement payment to be made pursuant thereto (the "SETTLEMENT AMOUNT"), the SETTLEMENT AGREEMENT itself, the terms of this CONFIDENTIALITY AGREEMENT, the CONFIDENTIALITY AGREEMENT itself, and the related settlement discussions, unless required by law or unless after filing under seal, they are determined relevant in some other legal action by a final determination of a court of competent jurisdiction. The PARTIES expressly agree not to comment on the SETTLEMENT to any person or to any member of the news media. The PARTIES further agree that the terms of the SETTLEMENT may be used only in a court or

agency proceeding in which the existence or validity of the **SETTLEMENT AGREEMENT** or this **CONFIDENTIALITY AGREEMENT** is at issue, unless otherwise required by law or rule. Additionally, the **PARTIES** agree that they will refrain from making negative or disparaging comments about either party to anyone with respect to the terms of the Settlement, and the related settlement discussions. Nothing in this paragraph precludes **RELEASOR** or **RELEASEE** from divulging the terms of the **SETTLEMENT** to her or his immediate family, accountants, tax advisors, or legal counsel. This paragraph is intended to become part of the consideration for the **SETTLEMENT**.

3. Any third party who is advised of the **SETTLEMENT AMOUNT** or the terms of the **SETTLEMENT** must acknowledge that such third party is aware of this **CONFIDENTIALITY AGREEMENT** and is bound by it, including the provisions contained in this **CONFIDENTIALITY AGREEMENT** relating to enforcement thereof.

4. The **PARTIES** agree that they shall not provide a copy, in whole or in part or in any form, of the **SETTLEMENT AGREEMENT** to any third party, except to the extent required by law or rule or in response to a validly issued subpoena from a governmental or regulatory agency. Moreover, **RELEASOR** and **RELEASEE**, individually, both agree that neither this **CONFIDENTIALITY AGREEMENT**, nor the **SETTLEMENT AGREEMENT**, nor the terms of either agreement, shall be used or disclosed in any court, arbitration, or other legal proceedings, except to enforce the provisions of those agreements.

5. If either of the **PARTIES** is served with a valid subpoena, court order, governmental agency order, or other compulsory legal process, pursuant to which disclosure of the **SETTLEMENT AGREEMENT** and/or this **CONFIDENTIALITY AGREEMENT**, the **SETTLEMENT AMOUNT**, or other terms is requested, the **PARTY** so served shall give counsel for the other **PARTY** notice thereof within five (5) days of such service and, prior to making any

such disclosure, shall give counsel to such other **PARTY** at least ten (10) days to commence necessary proceedings to obtain a court order preventing, limiting, or otherwise restricting such disclosure, provided that the Subpoena or Order does not require compliance in less than fifteen (15) days. Should compliance be required in less than fifteen (15) days, the **PARTY** to whom the request is made shall use his or her best efforts to request additional time for compliance.

6. This **CONFIDENTIALITY AGREEMENT** shall be construed, enforced and interpreted in accordance with the laws of the State of Florida, and venue for any action to enforce or construe the **CONFIDENTIALITY AGREEMENT** shall be in Palm Beach County, Florida. The **PARTIES** affirmatively state that they have had equal input into determining the terms of this **CONFIDENTIALITY AGREEMENT** and it is the **PARTIES'** desire that this **CONFIDENTIALITY AGREEMENT** not be construed for or against any **PARTY** by virtue of that **PARTY** drafting this **CONFIDENTIALITY AGREEMENT**.

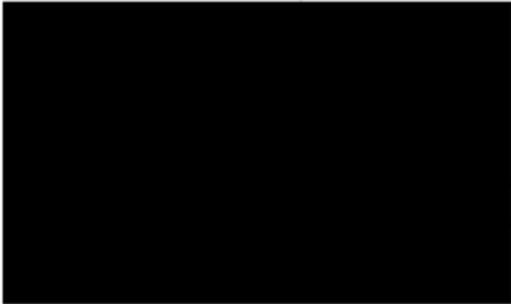
7. If one or more paragraph(s) of this **CONFIDENTIALITY AGREEMENT** shall be ruled unenforceable, either **RELEASEE** or **RELEASOR** may elect to enforce the remainder of this **CONFIDENTIALITY AGREEMENT**.

8. The **PARTIES** expressly acknowledge and agree that if either **RELEASOR** or **RELEASEE** alleges that a breach of this **CONFIDENTIALITY AGREEMENT** has occurred, the aggrieved **PARTY** may seek an appropriate remedy with the Court. If any legal action, proceeding or hearing is brought by any **PARTY** to this **CONFIDENTIALITY AGREEMENT** to enforce the terms and conditions of this **CONFIDENTIALITY AGREEMENT**, then the prevailing **PARTY** shall be entitled to recover reasonable attorneys' fees and costs, including fees and costs on appeal.

9. Each of the **PARTIES** understands and agrees that the amount of **NINETY THOUSAND AND 00/100 DOLLARS (\$90,000.00)** to be paid pursuant to the **SETTLEMENT AGREEMENT** is to be paid exclusively to resolve **RELEASOR's** disputed claims as set forth in

the SETTLEMENT AGREEMENT and was agreed upon and is to be paid irrespective of this CONFIDENTIALITY AGREEMENT. RELEASEE has requested this CONFIDENTIALITY AGREEMENT that contains certain confidentiality components; the confidentiality provisions are being mutually agreed upon by both PARTIES and each PARTY understands that no monetary consideration has been paid for this CONFIDENTIALITY AGREEMENT or any of the confidential aspects of the SETTLEMENT.

10. This CONFIDENTIALITY AGREEMENT constitutes the entire agreement and understanding between the PARTIES with respect to the subject matter hereof and all prior negotiations with respect to such subject matter are merged into this CONFIDENTIALITY AGREEMENT. This CONFIDENTIALITY AGREEMENT may not be modified except as may be set forth in writing and executed by the PARTIES. The PARTIES acknowledge that there are no other promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, between them with respect to the subject matter hereof other than as



\_\_\_\_\_  
JEFFREY EPSTEIN

Date: August 8, 2011

Date: \_\_\_\_\_

Signed before this 8<sup>th</sup> day of Aug., 2011.

Signed before this \_\_\_ day of \_\_\_\_\_, 2011.

M. W. Keeg  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

